

Stevens & Kuss S.C.

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Several home inspectors have commented to me that they would like a standard release form they can use if and when they attempt to settle a case with the homeowner. No home inspector should ever pay a homeowner any money without receiving a full release of liability.

RELEASE

The undersigned home inspector agrees to pay the sum of \$_____ to the undersigned customer as a full and complete settlement of all actions, claims and demands whatsoever, known or unknown, that may now hereafter exist against the home inspector due to an inspection done by the home inspector on the property located at _____.

All parties understand this settlement is a compromise of a disputed claim and this payment is not to be construed as an admission of liability on the part of the home inspector released by whom liability is expressly denied.

Dated: _____
Home inspector

Dated: _____
Customer

Dated: _____
Customer

It would be a good idea to have two copies of this release, fill them both out, and have both the home inspector and the customer each keep a copy of this release. Many times you will be able to negotiate a quick resolution of problems with a potential customer by paying them some nominal amount of money and getting them to sign this release form.

Another situation that arises with home inspectors is where a potential homebuyer requests inspections not authorized by the Offer to Purchase. Again, some home inspectors have asked me if there would be a simple form that could be signed that would allow inspections not specially authorized in the Offer to Purchase. A sample form that may be used is as follows:

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AUTHORIZATION FOR TESTING

Homebuyer has entered into a contract for the purchase of the property located at _____. Homebuyer desires to have additional inspections of the property that may not be specifically authorized in the Offer to Purchase. Homebuyer and seller agree that the homebuyer may conduct the following tests on the above stated property.

- _____ Radon Testing
- _____ Asbestos Testing
- _____ Mold Testing
- _____ Carbon Monoxide Testing
- _____ Water Testing
- _____ Testing for Termites or Insect Infestation
- _____ Other: _____.

All testing shall be completed by the ____ day of _____, 20____; otherwise this authorization is null and void.

Seller agrees to cooperate fully with the homebuyer and allow the homebuyer necessary access and authority to perform any procedures required to affect the above described tests.

Dated: _____
Homebuyer

Dated: _____
Homebuyer

Dated: _____
Seller

Dated: _____
Seller

A home inspector should make it clear to the homebuyer what is being tested and what testing is excluded from this contract. He should also discuss with the homebuyer the fact that

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the standard Offer to Purchase may limit some of the testing that needs to be done. The Offer may also place time constrictions on when any testing must be done by. The home inspector should discuss with the buyer the testing that he can or cannot do and what he is qualified to do or not qualified to do. Homebuyers should be aware of the fact that they may need to get specific authorization for testing that's not part of the normal home inspection.